Amendment 50

To the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System

This Amendment 50 to the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System is entered into this _4 th_ day of _Februry_, 20_10_, by and between ERG Transit Systems (USA) Inc, a California corporation and wholly owned subsidiary of Vix ERG Limited, an Australian corporation, (hereinafter referred to as the "Contractor") and each of the following seven public transportation agencies (hereinafter referred to individually as an "Agency" or collectively as the "Agencies"):

1. Central Puget Sound Regional Transit Authority ("Sound Transit")

2. King County ("King County")

3. Kitsap County Public Transportation Benefit Area ("Kitsap Transit")

4. Pierce County Public Transportation Benefit Area ("Pierce Transit")

5. Snohomish County Public Transportation Benefit Area ("Community Transit")

6. City of Everett ("Everett")

7. State of Washington, acting through the Washington State Department of Transportation, Washington State Ferries Division ("WSF")

Recitals

A. Effective April 29, 2003, each of the Agencies and the Contractor entered into Contract #229944 ("Contract") to implement a Regional Fare Coordination System ("RFC System") to establish a common fare system utilizing smart card technology. The Contractor is responsible for the development, implementation, operation and maintenance of the RFC System as specified in the Contract.

B. The Contractor is needed to shutdown the Back Office Computer (BOC) and the SNMP Server located at King County, move them to a new facility, and reactivate them.

C. The Parties agree that the Work necessary to relocate this Equipment shall be performed and compensated as described below.

Agreement

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree to the above Recitals and the following:

Section 1.0 Description of Work

Contractor shall take all necessary steps to begin and complete the following activities between 8:00 a.m. and 12:00 noon on August 1, 2009:

a. Inform ESB prior to shutdown and perform shutdown the BOC and SNMP Server in their current location

b. Relocate the BOC and SNMP Server to the new County location

c. Power on BOC and SNMP Server once installed into new location and network connections have been reestablished

d. Check network connectivity to RFCS-Agency Domain, BOC applications and lower tiers within KCM for UD and CD distribution, MS Retail connectivity

e. Perform all necessary testing after relocation to ensure that the BOC and SNMP Server are functional, including but not limited to the following tests:

> 1. Testing as per SEA-02531 CDRL 22 Part E BOC Server Commissioning Test Procedures
> 2. BOC applications start
> 3. Connectivity to CCH services and applications
> 4. RDP from CCH
> 5. DNS is resolving correctly
> 6. Network shares are reachable
> 7. Connectivity to lower tiers within RFCS-Agency domain at KCM

Section 2.0 Compensation

Section VI (Implementation) of Exhibit 9, Price Schedule, is hereby amended to add the following as a new Special Program to provide the full amount of compensation due for all the Work required for the successful relocation of the BOC and SNMP Server and their restoration to fully operational condition. This additional compensation is agreed upon by the Parties, without any admissions and on a non-precedential basis, in the interest of avoiding disputes, including disputes over the number of hours, the rates applied and whether certain types of hours are compensable.

VI. IMPLEMENTATION

SPECIAL PROGRAMS

	LUMP SUM COST

Amendment No. 50

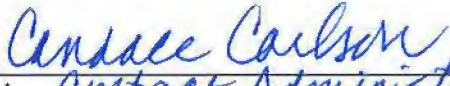| Contractor shall shutdown, relocate, power-on, commission, test and restore to fully operational condition the BOC and SNMP Servers at King County.	
TOTAL	$1,652.00

Section 3.0

All other provisions of the Contract not referenced in this Amendment 50 shall remain in effect.

IN WITNESS WHEREOF, authorized representative of the Agencies and the Contractor have signed their names in the spaces provided below.

ERG Transit Systems (USA) Inc.

By: _____

Its: _____VICE PRESIDENT_____

Date: _____Dec 28, 2010_____

The Agencies

By: _Candace Carlson_

Their: _Contract Administrator_

On behalf of the Agencies
Date: _February 4, 2010_